

Loudoun County, Virginia

INVITATION FOR BID

BUCKET TRUCK

ACCEPTANCE DATE: Prior to 4:00 p.m., November 13th, 2006 "Local Verizon time"

IFB NUMBER: QQ-01291

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia, 20175

Requests for information related to this Invitation should be directed to:

Philip Butterfass
Contracting Officer
(703) 737-8493

Email address: pbutterf@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: October 17, 2006

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

INVITATION FOR BID

(BUCKET TRUCK)

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE	3
2.0 COMPETITION INTENDED	3
3.0 SPECIFICATIONS	3
4.0 CONTRACT TERMS AND CONDITIONS	4
5.0 INSTRUCTIONS TO BIDDERS	12
BUCKET TRUCK BID PRICING DOCUMENTS.....	18

Prepared By: Philip Butterfass
Contracting Officer

Date: October 17, 2006

QQ-01291

BUCKET TRUCK

1.0 PURPOSE

The intent of this Invitation for Bid and resulting contract is to acquire a telescopic Bucket Truck for the Department of General Services in Loudoun County, Virginia. The vehicle shall be delivered to the Loudoun County Fleet Maintenance Garage located at 42000 Loudoun Center Place, Leesburg, Virginia 20175.

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

3.0 SPECIFICATIONS

The Bucket Truck must meet the following specifications:

3.1 VEHICLE SPECIFICATIONS

2007 Chevrolet W5S042 W550 DSL REG (2007 Fleet/Non-Retail NR154 109"
WB 17950 GVWR at IBT AIR PWL)
with the following selected additional options

- Engine Block Heater (I66)
- Aisin Auxiliary Automatic transmission cooler (IF1)
- AM/FM CD stereo radio (IL7)
- 6" Stainless Steel convex spot mirrors; LH and RH Clamp to Mirror Brackets (DNF)
- Air Conditioning Code (C60)
- White Color
- Engine Code (IL5)
- Custom Base Model (NR154)
- Truck Application (RQ2)
- Automatic Transmission (IC5)
- Rear Axle Ratio (011)
- Wheelbase (IA8)
- Front Tires (XTN/R3M)
- Rear Tires (YTN/S3M)
- Seat Trim Jacquard flat woven cloth seat trim

3.2 UTEM SKYTEL UTN46

- * Working Height 45 feet 9 Inches
- * Height to Bottom of Basket 40 feet 9 inches
- * Horizontal Side Reach 27 feet 8 inches
- * Stowed Height 10 feet 4 Inch

- * 540 Degree non-continuous rotation
- * Standard Basket Capacity 300 lbs
- * Standard Insulation Gap is 30 inches
- * Fiberglass Boom with Hydraulic leveling
- * Steel Lower Boom
- * Side Mount Channel Platform Support
- * Individual Lever Controls
- * HM Hydraulics
- * Non-Continuous Rotation
- * Chassis Pedestal Mount
- * 350lb Platform Capacity
- * Pedestal Mainframe
- * Lower Override Controls
- * Zinc Plated Pivot Pins
- * Counter Balance Valves on Lift Cylinder
- * Engine Start/Stop
- * 15 Gallon Hydraulic Reservoir
- * Sheer Ball Rotation
- * Hourglass Direct Drive Worm
- * Body Harness and adjustable Lanyard
- * Emergency Stop Control at Platform
- * Non-Lube Bearings at all points of movement
- * Joystick Upper Control
- * 10 Micron Hydraulic Oil Filter
- * 100 Mesh Suction Screen
- * Truck Mount Pedestal

Include the following Options:

- * SOFT VINYL BASKET COVER
- * EMERGENCY LOWERING FOR HM HYDRAULICS ONLY
- * Rear Under Mount Torsion Bar
- * UTEM White Hardened Enamel
- * PTO AND PUMP PACKAGE – DIRECT MOUNT
- * OMAHA STANDARD 108D54V, LIGHT PACKAGE, ADAPTER PLUG
FOR CHASIS, GRIP PUNCH BUMPER, GRIP PUNCH BUMPER,
STANDARD 12" TALL SHELVES BUMPER, PAINTED WHITE.

4.0 CONTRACT TERMS AND CONDITIONS

The resulting contract with the successful bidder will be subject to the following terms and conditions:

4.1 Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Loudoun County Fleet Manager or his authorized representative(s). The contractor shall not comply with requests and/or orders issued by other than the Loudoun County Fleet Manager or his

authorized representative(s) acting within their authority for the County. Any change to the contract must be approved in writing by the Purchasing Agent and the contractor.

4.2 Contract Period

The successful bidder will hold the firm fixed price for this bucket truck for the period from November 1, 2006 through October 31, 2007, or an equivalent period depending upon date of contract award.

4.3 Contract Quantities

The quantities specified in this contract are estimated only. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the County.

4.4 Delays

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Division of Procurement. County has the right to extend delivery date if reasons appear, in the sole discretion of the County, to be valid. Contractor must keep the County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting contractor.

4.5 Delivery Failures

Should the contractor fail to deliver an order at the time specified, or within a reasonable period of time thereafter, as determined by the Purchasing Agent or should the contractor fail to make timely replacement of rejected items when so requested, the County may purchase items of comparable quality in the open market to replace the rejected or undelivered items. The contractor shall reimburse the County for all costs above the contract price when purchases are made in the open market.

4.6 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet when received.

4.7 License Requirement

All firms doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

4.8 Payment of Taxes

All contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the successful bidder prior to the award of any contract renewal.

4.9 Insurance

The contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the contractor for the duration of the contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$5,000	Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

D. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

E. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

F. Coverage Provisions

1. The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.
2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
4. The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
5. The Certificates and/or endorsements shall provide thirty (30) days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
6. All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

4.10 Hold Harmless Clause

The contractor will, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the contractor. The contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the

contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim.

4.11 Safety

All contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.12 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

4.13 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

4.14 Employment Discrimination by Contractors Prohibited

Every contract of over \$10,000 shall include the following provisions:

- A. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary

to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.15 Drug-free Workplace

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

4.16 Faith Based Organizations

Loudoun County does not discriminate against faith-based organizations.

4.17 Exemption from Taxes

The contractor shall not charge the County for Virginia State Sales Tax or Federal Excise Tax on the finished goods or product provided under the contract. The County is exempt from Virginia State Sales Tax and Federal Excise Tax. The contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the contract, including taxes on materials purchased by a contractor for use on a construction project. Tax Exemption Certificates indicating the County's tax exempt status shall be furnished on request.

4.18 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

4.19 Substitutions

NO substitutions or cancellations permitted after award without written approval by the Division of Procurement.

4.20 Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the contractor from any responsibility regarding defects or other failures to meet the contract requirements.

4.21 Method of Payment

Upon delivery and acceptance of the equipment the contractor shall submit an invoice, in duplicate, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment, the County will render payment within forty-five (45) days. Invoices shall be submitted to:

County of Loudoun, Virginia
Assistant Fleet Manager
County of Loudoun, Fleet Maintenance
42000 Loudoun Center Place
Leesburg, VA 20175

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their Federal employer identification number on the pricing form.

4.22 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this contract, the contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

4.23 Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Agent.

4.24 Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this contract in a subsequent fiscal year, then the contract shall be canceled and, to the extent permitted by law, the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

4.25 Contractual Disputes

A contractor shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days of receipt of the claim.

The Purchasing Agent's decision shall be final unless the contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

4.26 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

4.27 Applicable Laws/Forum Contract

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

4.28 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

Philip Butterfass
Loudoun County Government
Division of Procurement, MSC #41C
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

5.0 INSTRUCTIONS TO BIDDERS

5.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a Bidder of the contractual obligations. Pricing must be submitted on Invitation for bid pricing form only. Include other information as requested or required. Be sure bid container is completely and properly identified. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to MSC #41C, 1 Harrison Street, SE, 4th Floor, Leesburg, Virginia 20175.

5.2 Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquires pertaining to Invitations for Bids must give IFB number, title and acceptance date. Material questions will be answered in writing and will be

distributed to all firms who receive the IFB provided, however, that all questions are received at least fifteen (15) days in advance of the proposal acceptance date.

5.3 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for ninety (90) days from bid opening date. "Discount from list" bids not acceptable unless requested.

5.4 Quotations to be F.O.B. Destination

QUOTE F.O.B. destination for all competitive sealed bids. F.O.B. Destination shall include all shipping costs to the County location(s).

5.5 Unit Price

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

5.6 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

5.7 Authority to Bind Firm in Contract

Bids **MUST** give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing proposal/bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, either general partner may sign.

If a limited partnership, the general partner must sign.

If a limited liability company, the "manager" must sign.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

5.8 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing

Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

5.9 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful contractor's selection of subcontractors.

5.10 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

5.11 Use of Brand Names

Unless otherwise provided in this Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; rather, it conveys the general style, type, character, and quality of the article desired. Bids on brands of like nature and quality will be considered.

If bidding on other than the referenced brand(s), bid must show manufacturer, brand or trade name, catalog number, etc., of the alternate offered. The burden of proof as to quality and suitability of an alternate brand shall be upon the bidder and it shall furnish the information necessary for such a determination as required by the County at no cost to the County. The County shall be the sole judge as to the quality and suitability of the alternate brand.

If bidder does not refer to an alternate brand, and takes no exception to the specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

5.12 Contract Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

5.13 Delivery

Bid must show number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates

bidder to complete delivery in fourteen (14) calendar days. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 AM to 5 PM, unless prior approval for late delivery has been obtained from the County.

5.14 Descriptive Literature

All bids shall include descriptive literature on each item being offered. Failure to include this information with your bid may result in the entire bid being considered unresponsive.

5.15 Warranty and Maintenance Service

Bidders shall state the warranty period and annual maintenance service cost on the bid pricing form. Bidders shall also include a copy of the maintenance agreement with their bids.

5.16 License Requirement

All bidders doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260. The BPOL license number must be indicated on the pricing page of this Invitation for Bid.

5.17 Payment of Taxes

All bidders located or owning property in Loudoun County shall assure that all real and personal property taxes are paid prior to submitting a bid.

The County will verify payment of all real and personal property taxes by the successful bidder prior to the award of any contract.

5.18 Exemption from Taxes

The successful bidder shall not charge the County for Virginia State Sales Tax or Federal Excise Tax on the finished goods or products provided under the contract. The County is exempt from Virginia State Sales Tax and Federal Excise Tax. The successful bidder shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the contract, including taxes on materials purchased by a contractor for use on a construction project. Tax Exemption Certificates indicating the County's tax exempt status shall be furnished on request.

5.19 Late Bids

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

5.20 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

5.21 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

5.22 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

5.23 Anti-Trust Violations

Consistent and continued tie bidding could cause rejection of bids by the Division of Procurement and/or investigation for Anti-Trust violations.

5.24 Basis for Award

The basis of the award will be to the lowest responsive and responsible bidder.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

5.25 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

5.26 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/procurement) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison Street, SE, Leesburg, Virginia 20175.

5.27 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

5.28 Debarment

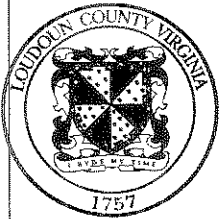
By submitting a bid, the bidder is certifying that he is not currently debarred by the County. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

5.29 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent contractors do not require registration. Offerors/Bidders should consult the Code of Virginia Section 13.1-757 for more information.

5.30 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.



Loudoun County, Virginia

Department of Management and Financial Services
Division of Procurement, MSC #41C
1 Harrison Street SE, 4th Floor
Leesburg, VA 20175

BUCKET TRUCK

BIDDER: _____

Address: _____

FEI Number _____ BPOL# _____

NOTICE TO BIDDERS: The following required supplies shall be provided according to the contract terms and conditions contained herein.

1 Bucket Truck as described in Section 3.0 \$ _____

The following shall be returned with your bid. Failure to do so shall be ample cause for rejection of bid as non responsive. It is the responsibility of the bidder to ensure that he has received all addendums.

1. References (on County form)
2. Addendums, if any.
3. Payment Terms: _____ net 30 _____ 2%-20, net 30_1%-20, net 30
other payment discount _____
4. F.O.B. Destination
5. Delivery Within _____ Days ARO

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

References for: _____

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01291

Please take the time to mark the appropriate line and return with either your bid or no bid.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

QQ-01291

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Patty Cogle • Management Services •
PO Box 7000 • Leesburg, VA 20177

RIDER CLAUSE
Use of Contract by Members of the
Northern Virginia Cooperative Purchasing Council and
The Metropolitan Washington Council of Governments

Invitation for Bid _____ QQ- _____

This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only.

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

BIDDER'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of
	Culpeper County, Virginia		Governments
	District of Columbia		Montgomery Community College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools

	District of Columbia Water & Sewer Auth		Northern Virginia Community College
	Northern Virginia Community College		Northern Virginia Planning District Commission
	City of Fairfax, VA		Prince George's County, MD
	Fairfax County, VA		Prince George's County Public Schools
	Fairfax County Public Schools		Prince William County, VA
	Fairfax County Water Authority		Prince William County Public Schools
	City of Falls Church, VA		Prince William County Service Authority
	Fauquier County, VA		Town of Purcellville, VA
	Fauquier County Schools		City of Rockville, MD
	City of Frederick, MD		Spotsylvania County Schools
	Frederick County, MD		Stafford County, VA
	Frederick County Public Schools		Stafford County Public Schools
	City of Gaithersburg, MD		City of Takoma Park, MD
	George Mason University		Upper Occoquan Sewage Authority
	City of Greenbelt, MD		Town of Vienna, VA
	Town of Herndon, VA		Washington Metropolitan Area Transit Authority
	Town of Leesburg, VA		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester Public Schools

BIDDER SIGNATURE _____ DATE _____

This form must be completed and returned with bid.

Revised 8/2004